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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE
LABORERS HEALTH AND WELFARE
TRUST FUND FOR NORTHERN
CALIFORNIA; BOARD OF TRUSTEES OF
THE LABORERS VACATION-HOLIDAY
TRUST FUND FOR NORTHERN
CALIFORNIA; BOARD OF TRUSTEES OF
THE LABORERS PENSION TRUST FUND
FOR NORTHERN CALIFORNIA; and
BOARD OF TRUSTEES OF THE
LABORERS TRAINING AND RETRAINING
TRUST FUND FOR NORTHERN
CALIFORNIA,

Case No. 3:24-cv-01699-VC

DEFENDANT HILLSIDE
DRILLING, INC.'S ANSWER TO
FIRST AMENDED COMPLAINT

Plaintiffs.

VS.

HILLSIDE DRILLING, INC., a California corporation.

Defendant.

Defendant Hillside Drilling, Inc. (“Defendant”) answers the allegations of Plaintiffs’ First Amended Complaint (“Complaint”) as follows:

1. Defendant admits the allegations contained in the first two sentences of paragraph 1 of the Complaint. Defendant denies the allegations contained in the third sentence in paragraph

1 1 of the Complaint.

2 2. Defendant admits the allegations contained in paragraph 2 of the Complaint.

3 3. Defendant admits the allegations contained in the first sentence in paragraph 3 of
4 the Complaint. Defendant lacks knowledge or information sufficient to form a belief about the
5 truth of the remaining allegations in paragraph 3 of the Complaint, and therefore denies the same.

6 4. Defendant lacks knowledge or information sufficient to form a belief about the truth
7 of the allegations in paragraph 4 of the Complaint, and therefore denies the same.

8 5. Defendant lacks knowledge or information sufficient to form a belief about the truth
9 of the allegations in paragraph 5 of the Complaint, and therefore denies the same.

10 6. Defendant admits the allegations contained in the first sentence in paragraph 6 of
11 the Complaint. Defendant lacks knowledge or information sufficient to form a belief about the
12 truth of the remaining allegations in paragraph 6 of the Complaint, and therefore denies the same.

13 7. Defendant admits the allegations contained in the first sentence in paragraph 7 of
14 the Complaint. Defendant lacks knowledge or information sufficient to form a belief about the
15 truth of the remaining allegations in paragraph 7 of the Complaint, and therefore denies the same.

16 8. Defendant repeats and re-alleges all of its responses in all preceding paragraphs of
17 its Answer as if fully set forth at length herein.

18 9. Defendant admits the allegations contained in paragraph 9 of the Complaint.

19 10. Defendant admits the allegations contained in paragraph 10 of the Complaint.

20 11. Defendant admits the allegations contained in the first two sentences in paragraph
21 11 of the Complaint. Defendant lacks knowledge or information sufficient to form a belief about
22 the truth of the remaining allegations in paragraph 11 of the Complaint, and therefore denies the
23 same.

24 12. Defendant denies the allegations contained in paragraph 12 of the Complaint.

25 13. Defendant denies the allegations contained in the first sentence in paragraph 13 of
26 the Complaint. Defendant admits the allegations contained in the last sentence in paragraph 13 of
27 the Complaint. Defendant lacks knowledge or information sufficient to form a belief about the

truth of the remaining allegations in paragraph 13 of the Complaint, and therefore denies the same.

14. Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 14 of the Complaint, and therefore denies the same.

15. Defendant denies the allegations contained in paragraph 15 of the Complaint.

16. Defendant denies the allegations contained in paragraph 16 of the Complaint.

17. Defendant denies the allegations contained in paragraph 17 of the Complaint.

18. Defendant denies the allegations contained in paragraph 18 of the Complaint.

19. Defendant repeats and re-alleges all of its responses in all preceding paragraphs of its Answer as if fully set forth at length herein.

20. Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 20 of the complaint, and therefore denies the same.

21. Defendant denies the allegations contained in the first sentence in paragraph 21 of the Complaint. Defendant admits the allegations contained in the last sentence in paragraph 21 of the Complaint. Defendant lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 21 of the Complaint, and therefore denies the same.

22. Defendant denies the allegations contained in paragraph 22 of the Complaint.

23. Defendant denies the allegations contained in paragraph 23 of the Complaint.

24. Defendant denies the allegations contained in paragraph 24 of the Complaint.

25. Defendant denies that Plaintiffs are entitled to any relief described in the Relief Requested.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs are barred from relief by the applicable statutes of limitation.

SECOND AFFIRMATIVE DEFENSE

The Complaint is barred, or any recovery should be reduced, because of Plaintiffs' own neglect and fault in connection with the matters alleged.

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1 **THIRD AFFIRMATIVE DEFENSE**

2 The Complaint is barred, either in whole or in part, by Plaintiffs' failure to mitigate their
3 alleged damages.

4 **FOURTH AFFIRMATIVE DEFENSE**

5 The Complaint is barred by the doctrine of waiver and consent.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 The Complaint is barred by the doctrine of laches.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 The Complaint is barred by the doctrine of estoppel.

10 **SEVENTH AFFIRMATIVE DEFENSE**

11 The Complaint is barred by collateral estoppel and/or the doctrine of res judicata.

12 **EIGHTH AFFIRMATIVE DEFENSE**

13 Defendant acted in good faith and did not directly or indirectly perform any act whatsoever
14 which would constitute a breach of any duty owed to Plaintiffs.

15 **NINTH AFFIRMATIVE DEFENSE**

16 Plaintiffs are not entitled to recover liquidated damages, because Defendant at all times
17 acted in good faith and with reasonable grounds.

18 **TENTH AFFIRMATIVE DEFENSE**

19 If Defendant was subject to any express or implied agreements, any failure of Defendant
20 to perform was excused by Plaintiffs' failure to perform and/or breach of the terms and conditions
21 of such agreements.

22 **ELEVENTH AFFIRMATIVE DEFENSE**

23 To the extent that Plaintiffs are entitled to damages (which is expressly denied), Defendant
24 is entitled, under the equitable doctrines of setoff and recoupment, to an offset for any overpayment
25 or other consideration previously provided to Plaintiffs.

26 **TWELFTH AFFIRMATIVE DEFENSE**

27 Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

THIRTEENTH AFFIRMATIVE DEFENSE

The Complaint is barred to the extent that any recovery would be a windfall resulting in unjust enrichment to Plaintiffs.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiffs take nothing by way of their complaint on file herein;
 2. For Defendant's attorneys' fees and costs of suit; and
 3. For such other and further relief as the Court deems proper.

Dated: December 18, 2024

SWANSON LAW OFFICE

By: Yue Zhao
Yue Zhao
Attorney for Defendant
Hillside Drilling, Inc.